

Assessor's Parcel #	Grantor	Site Address	Project / Agency
363-152-34	Sandra J. Sandoval, an unmarried woman	472 W. Manning Avenue, Reedley, CA 93654	Manning Avenue Sidewalk Project / City of Reedley

PURCHASE AGREEMENT

This Agreement for Purchase of Real Property is between CITY OF REEDLEY, A Municipal Corporation, (Grantee) and Sandra J. Sandoval, an unmarried woman (Grantor).

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve City of Reedley of all further obligation or claims on this account, or on account of the use, location, grade, or construction of the proposed public improvement.
- (B) The property to be conveyed pursuant to this Agreement is described in the Grant Deed and Temporary Construction Easement, identified as Exhibit "A" (the "Property") and includes fee title, as shown in Exhibit A and Temporary Construction Easement map as Exhibit "B".
- (C) Grantee requires the Property for roadway and sidewalk improvement purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (D) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of such litigation.

2. Purchase Price

- (A) City of Reedley shall pay the undersigned Grantor the sum of (the "Purchase Price") for the Property when the Property vests in City of Reedley. Proceeds are to be allocated as designated by Seller.
- (B) It is understood and agreed by and between the parties hereto that payment of the Purchase Price as provided in Clause 2(A) includes, but is not limited to: payment for the fair market value of the Property conveyed, including the following improvements: existing public roadway and payment for the Temporary Construction Easement granted by the Grantor to Grantee.
- (D) It is understood by the undersigned Grantor(s) that the laws of the State of California permit the owner of a business located on property, all or a portion of which is to be acquired for a public improvement, to be compensated for the loss of goodwill to the business provided the owner of the business established that:
 - (1) The loss is caused by the acquiring of the property or the injury to the remaining property.
 - (2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
 - (3) Compensation for the loss will not be included in payment under Section 7262 of the Government Code. (Relocation Assistance Program).
 - (4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

It is further understood and agreed that the undersigned Grantor(s), as required by State law, shall make the State tax returns of the business available for audit solely for the purpose of assisting and determining the amount of compensation to be paid for the loss of goodwill. It is understood that payment under Clause 2(A) above does not include compensation for the loss of goodwill, if any.

It is further understood and agreed that compensation, if any, for the loss of goodwill shall be payable to the undersigned grantor at a later date following the establishment of proof of such loss. Claims for such loss must be submitted to the City of Reedley by June 30, 2021.

3. Terms of Temporary Construction Easement

The TCE is needed for the Manning Avenue Sidewalk Project. Said TCE shall be for a period of 30-months, commencing September 1, 2020 and concluding March 31, 2023. Permission is hereby granted to Grantee or its authorized agent to enter upon Grantor's land where necessary within that certain area identified as TCE Area for the purpose described above.

4. Construction Contract Work

- (A) At no expense to Grantor and at the time of construction, Grantee shall conform existing driveway approach. Upon completion of construction, the road approach will be considered as an encroachment under permit on the City roadway and is to be maintained, repaired and operated as such by Grantor, in accordance with and subject to the laws of the City of Reedley and the rules and regulations of the City Engineering Department.
- (B) As additional consideration for the purchase of the Acquisition Area, the Grantee shall, at no expense to the Grantor, terminate, relocate and reinstall any affected irrigation as shown on Exhibit "B" attached and hereby incorporated into this agreement. Grantor hereby grants permission to Grantee and/or Grantee's authorized agent to enter on the Property where necessary to complete said work. Grantor understands and agrees that, after completion of said work, any such improvements shall be considered Grantors' sole property and Grantor will be solely responsible for any maintenance and repair.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which required mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.

5. Opening of Escrow

On or before thirty (30) days after the Effective Date of this Agreement, the parties shall open an escrow by depositing an executed counterpart of this Agreement with Escrow Holder, and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Grantor and Grantee agree to execute such additional or supplementary instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement, and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control.

6. Closing of Escrow

The consummation of the purchase and sale contemplated hereby (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Escrow Holder located at 7643 North Ingra Avenue, Suite 101, Fresno, CA 93711 when title to the Property vests in Grantee free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes unless otherwise indicated in the Escrow Instructions. The Closing Date shall be not later than 90 days after the Effective Date, and the parties shall deliver all documents required of them by this Agreement to the Escrow Holder prior to that date. The Closing may not be extended without the prior written approval of both Grantor and Grantee, except as otherwise expressly provided in this Agreement.

7. City of Reedley's Conditions to Closing

The following are conditions precedent to Grantee's obligation to purchase the Property:

- (A) Title Company shall be committed at the Closing to issue to Agency, or its nominee, the Title Policy.

- (B) The transactions contemplated herein shall have been approved by the Grantee, in its sole discretion.
- (C) Grantor shall have delivered the items described in Section 8 below on or before the Closing.

If any Condition Precedent is not satisfied, Grantee shall have the right in its sole discretion either to waive, in writing, the Condition Precedent in question and proceed with the purchase; or terminate this Agreement by written notice to Grantor and the Escrow Holder.

8. Grantor's Delivery of Documents

At or before the Closing, Grantor shall deliver to Grantee through escrow, the following:

- (A) duly executed and acknowledged Grant Deed;
- (B) duly executed and acknowledged subordination agreements, if any;
- (C) duly executed and acknowledged lease amendments or subordination agreements, if any;
- (D) such resolutions, authorizations, or other partnership documents or agreements relating to Grantor and its partners or affiliates as Grantee or the escrow company may reasonably require to demonstrate the authority of Grantor to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Grantor to act for and bind Grantor;
- (F) closing statement in form and content satisfactory to Grantee and Grantor.

9. Conveyance of Title to the Property

At the Closing, Grantor shall convey to the City of Reedley as Grantee, or to its nominee, marketable and insurable title, by duly executed and acknowledged Grant Deed.

10. City of Reedley Delivery of Documents and Funds

At or before the Closing, Grantee shall deliver to Grantor through escrow, the following:

- (A) acceptance of Grant Deed executed by Grantee;
- (B) closing statement in form and content satisfactory to Grantee and Grantor; and
- (C) Purchase Price.

11. Immediate Possession and Use

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Property by the City of Reedley, including the right to remove and dispose of improvements and to construct roadway improvements, shall commence on the later of: execution of this Agreement by both parties and deposit of the Purchase Price into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such immediate possession and use, including damages, if any, from said date.

12. Grantor's Representations and Warranties

Grantor represents, warrants to, and covenants with Grantee as follows:

- (A) Grantor has received no notice that there are now, nor at the time of the Closing will be, any material violations of any laws, rules, or regulations applicable to the Property.
- (B) To the best of Grantor's knowledge, there are no easements or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property. There are no disputes with regard to the location of any fence or other monument of the Property's boundary nor any claims or actions involving the location of any fence or boundary.

- (C) Grantor is the legal and equitable owner of the Property, with full right to convey the same, and without limiting the generality of the foregoing, Grantor has not granted any option, or right of first refusal, or first opportunity to any third party to acquire any interest in any of the Property.
- (D) Grantor hereby represents, warrants to, and covenants with Grantee that the following statements are true and correct, and will be true and correct as of the Closing: (i) the Property is not in violation of any Environmental Laws; (ii) the Property is not now, nor to the best of Grantor's knowledge ever been, used in any manner for the manufacture, use, storage, discharge, deposit, transportation, or disposal of any Hazardous Material; (iii) there has been no release and there is no threatened release of any Hazardous Material in, on, under, or about the Property; (iv) the Property does not consist of any landfill or contain any building materials that contain Hazardous Material; and (v) the Property is not subject to any claim by any governmental regulatory agency or third party related to the release or threatened release of any Hazardous Material. As used herein, the following terms shall have the meanings below:
- For purposes of this Agreement, "Hazardous Material" means any substance which is (i) defined as a hazardous waste, pollutant, or contaminant under any Environmental Law, (ii) a petroleum hydrocarbon, including crude oil, or any fraction thereof, (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant, (iv) regulated pursuant to any Environmental Law, or (v) any pesticide regulated under State or Federal Law; and the term "Environmental Law" means each and every federal, State and local law, statute, ordinance, regulation, rule, judicial or administrative order, or decree, permit, license, approval, authorization, or similar requirement of an agency or other government authority, pertaining to the protection of human health and safety or the environment.
- (E) At the time of Closing there will be no outstanding written or oral contracts made by Grantor for any improvements that have not been fully paid for and Grantor shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing. There are no obligations in connection with the Property which will be binding upon Grantee after Closing.
- (F) Grantor shall indemnify, defend, and hold harmless the City of Reedley, its employees, officers, and agents, and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses, and expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from the existence of Hazardous Material or mechanics or materialmen's liens on or at the Property or arising from any representation made by Grantor in this Agreement.

13. Expenses, Taxes, Special Assessments, and Apportionments

(A) Closing Costs

City of Reedley as Grantee shall pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by Grantee, the premium charged therefore. The escrow and recording charges shall not, however, include documentary transfer tax. The escrow for this transaction shall be handled through Placer Title Company, Order Number P-262396-2. Placer Title Company may be referred to in this Agreement as the "Title Company" or the "Escrow Holder".

(B) Real Estate Taxes and Special Assessments

General real estate taxes payable for the tax year prior to year of Closing and all prior years shall be paid by Grantor at or before the Closing. General real estate taxes payable for the tax year of the Closing shall be prorated through escrow by Grantor and Grantee as of the Closing Date. At or before the Closing, Grantor shall pay the full amount of any special assessments against the Property, including, without limitation, interest payable thereon, applicable to the period prior to the Closing Date.

(C) Delinquent Taxes

Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due for any year except the tax year in which this escrow closes, together with penalties and interest thereon and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

(D) Disposition of Assessments

The parties hereto agree that City, in acquiring title subject to unpaid assessments as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor; and, as between City and Grantor, no contractual obligation has been made requiring their payment.

(E) Other Apportionments

Amounts payable under any contracts assumed pursuant hereto, annual or periodic permit or inspection fees (calculated on the basis of the period covered), and liability for other normal property operation and maintenance expenses and other recurring costs shall be apportioned as of the Closing.

14. Payment of Mortgage or Deed of Trust

Upon demand by a mortgagee under a mortgage or beneficiary under a deed of trust, recorded against the Property, if any, made in writing to Agency prior to the close of Escrow, Grantee may, through escrow, make payable to the mortgagee or beneficiary entitled thereunder, an amount not to exceed the Purchase Price under this Agreement. If this section is made applicable by the demand above described, then as a condition to payment to the mortgagee or beneficiary, at the close of escrow, the mortgagee or beneficiary shall furnish Grantor with good and sufficient receipt showing the monies thus tendered through Escrow credited against the indebtedness secured by said mortgage or deed of trust.

15. Grantor Indemnification

Grantee shall indemnify, defend, and hold harmless Grantor, its employees, officers, and agents, and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses, and expenses, including, without limitation, reasonable attorneys' and consultants' fees caused by the activities allowed under this Agreement, but only to the extent caused by the active negligence or willful misconduct of the Grantee and its agents, representatives, employees, consultants, and/or contractors. Grantee agrees to assume responsibility for any damages to Grantor's remainder property caused by reason of Grantee's use of the Property under this Agreement, and will, at Agency's option, either repair or pay for such damage.

16. Non Liability of City of Reedley Officials, Employees, and Agents

Notwithstanding anything to the contrary in this Agreement, no City Council Member, officer, employee, or agent of Grantee shall be personally liable to Grantor, its successors or assigns, in the event of any default or breach by Grantee or for any amount which may become due to Grantor, its successors or assigns, or for any obligation of Grantee under this Agreement.

17. Warranty of Authority

Each person signing this Agreement on behalf of a party represents and warrants that he or she has the full right, power, legal capacity, and authority to enter into this Agreement on behalf of the party, and that no further approvals or consents of any persons are necessary in connection with the execution of this Agreement.

18. Successors and Assigns

It is understood and agreed that this Agreement inures to the benefit of, and is binding upon, the parties, their respective heirs, personal representatives, successors, administrators, and/or assigns.

19. Amendments

This Agreement may be amended or modified only by a written instrument executed by Grantee and Grantor.

20. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. Severability

In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.

22. Effective Date

As used herein, the term "Effective Date" shall mean the date of the execution of this Agreement by both parties, or if executed separately the date on which the Agreement is executed by the last party to execute this Agreement, as shown in the signature blocks to this Agreement.

23. Governing Law, Venue, Attorneys' Fees

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action regarding this Agreement shall be brought in the Superior Court of Amador County, California. The prevailing party in any such action may recover its reasonable attorneys' fees as costs.

24. Specific Performance

In addition to any other remedy available at law, this Agreement may be enforced by specific performance.

**ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON
THE RATIFICATION AND APPROVAL OF THE CITY OF REEDLEY.**

In Witness Whereof, the Parties have executed this Agreement on the dates shown below:

Sandra J. Sandoval, an unmarried woman



Sandra J. Sandoval

10-23-2020

Date

CITY OF REEDLEY



Nicole Zieba
City Manager

11/30/2020

Date

ATTEST:



Attestor

11/30/2020

Date

EXHIBIT A

PROPOSED FEE AREA

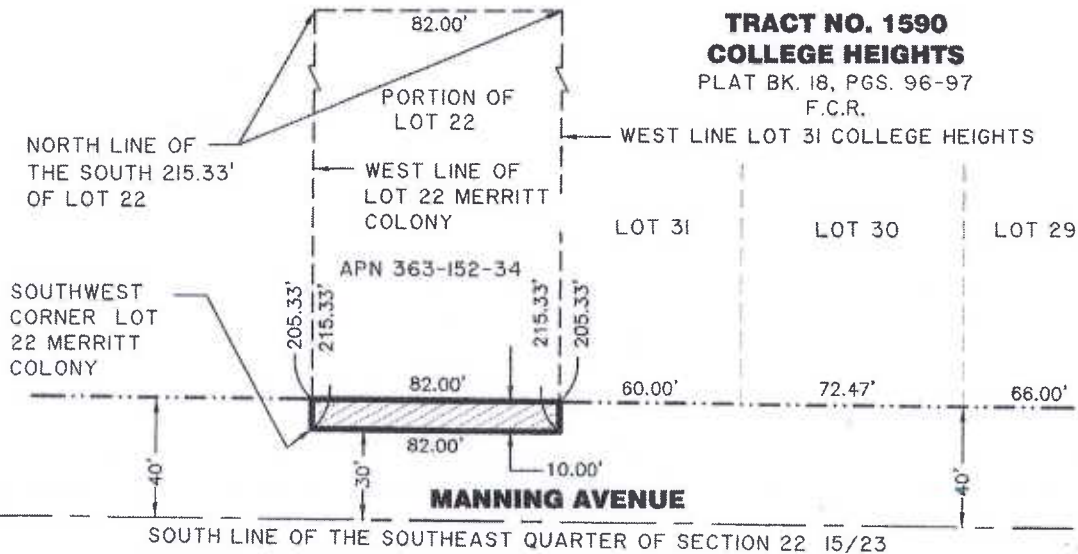
EXHIBIT "B"

**PORTION OF LOT 22 OF
MAP OF MERRITT COLONY**

BK. 3, PG. 24, RECORD OF SURVEYS, F.C.R.

**TRACT NO. 1590
COLLEGE HEIGHTS**

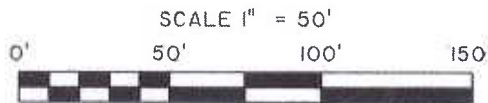
PLAT BK. 18, PGS. 96-97
F.C.R.



LEGEND



820 SQ. FT. AREA ± TO BE
ACQUIRED FOR STREET PURPOSE



Douglas J. Johnson *July 28, 2020*
DOUGLAS JOHN JOHNSON, PLS 6360 DATE

CITY OF REEDLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

1733 9th STREET, REEDLEY, CA 93654
Phone: (559) 637-4200 Ext. 214
Fax: (559) 637-2139

DIAGRAM OF:

**RIGHT-OF-WAY
FOR STREET PURPOSE**

REVISIONS:

DATE:

BY:

NO.:

DWG. NO. 363-152-34, EXHIBIT, B.DWG.

DATE:

JULY 28, 2020

BY:

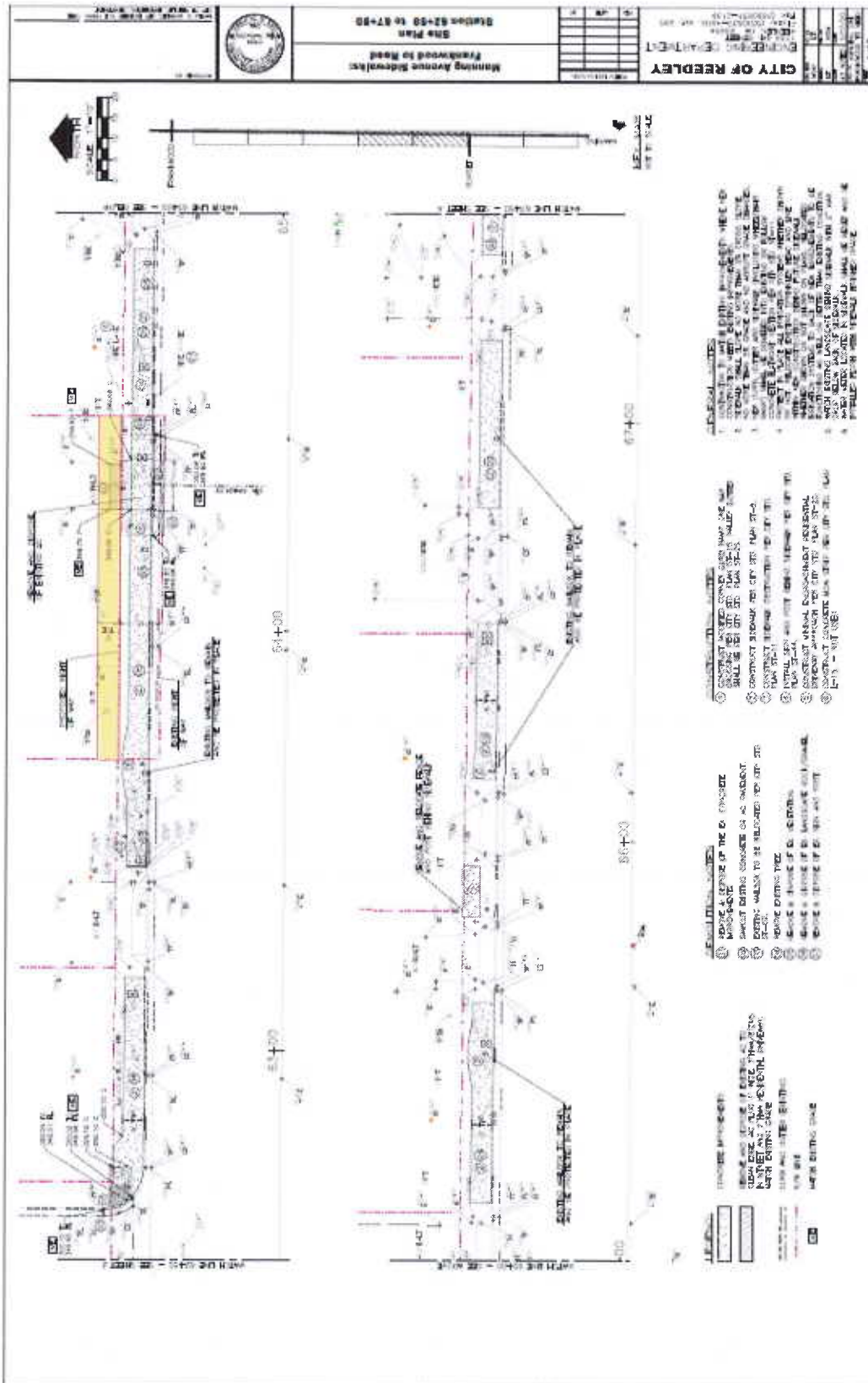
DJJ

SCALE

1" = 50'

SHEET NO. 1 OF 1

PROPOSED TEMPORARY CONSTRUCTION EASEMENT AREA



RECORDING REQUESTED BY:
City of Reedley

WHEN RECORDED RETURN TO:

Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 102
Sacramento, CA 95821

No Fee Document -- per Government code 27383
No Document Transfer Tax- per R&T Code 11922

SPACE ABOVE THE LINE FOR RECORDER'S USE

Manning Avenue Sidewalk Project
A portion of APN 363-152-34

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Sandra J. Sandoval, an unmarried woman, hereby grants to the City of Reedley, a municipal corporation, all of Grantor's right, title, and interest in and to that certain real property situated in the City of Reedley, the County of Fresno, State of California, more particularly described on Exhibit "A" and more particularly depicted on Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of OCTOBER 23, 2020.



Sandra J. Sandoval

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

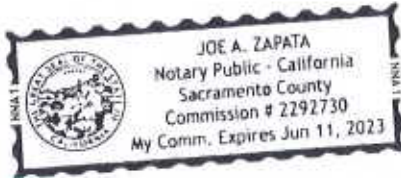
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of FRESNO)
 On 10/23/2020 before me, JOE A. ZAPATA, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared SANDIA J. SANDOVAL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

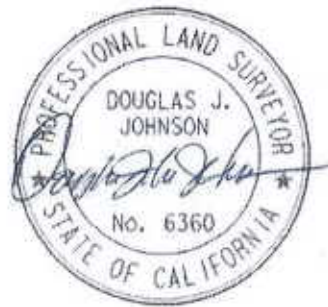
EXHIBIT "A"

All that real property situated in the State of California, County of Fresno, City of Reedley and being a Portion of Lot 22 of Merritt Colony, according to the map thereof, filed November 15, 1905 in Book 3 at Page 24 of Records of Surveys, Fresno County Records, more particularly described as follows:

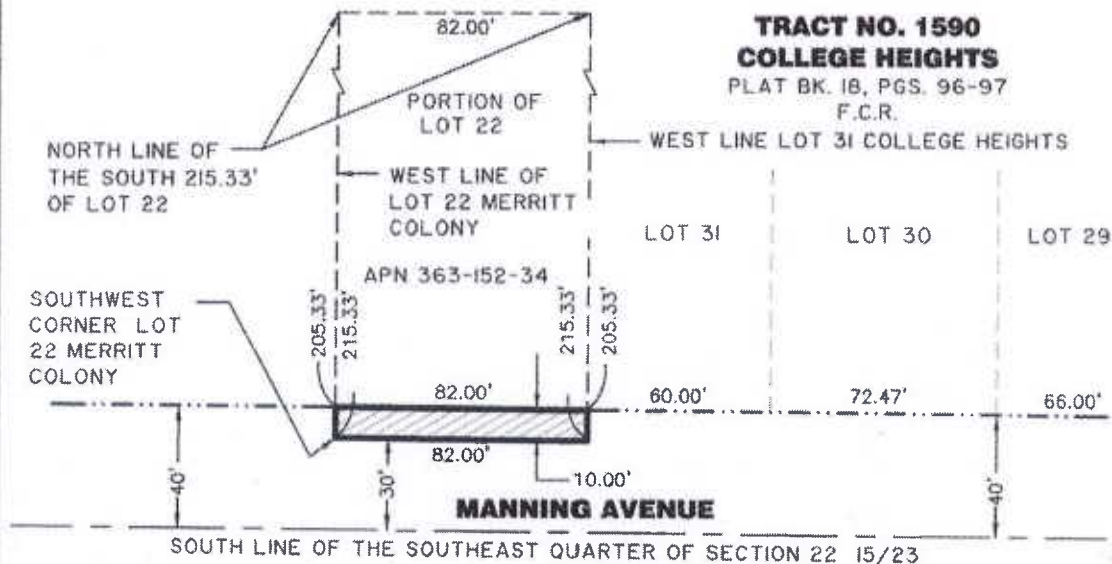
The South 10.00 feet of the West 82.00 feet of said Lot 22.

Containing an approximate area of 820 square feet.

Date: July 28, 2020



**PORTION OF LOT 22 OF
MAP OF MERRITT COLONY**
BK. 3, PG. 24, RECORD OF SURVEYS, F.C.R.



LEGEND



820 SQ. FT. AREA ± TO BE
ACQUIRED FOR STREET PURPOSE



SCALE 1" = 50'



Douglas John Johnson July 28, 2020
DOUGLAS JOHN JOHNSON, PLS 6360 DATE

CITY OF REEDLEY

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

1733 9th STREET, REEDLEY, CA 93654

Phone: (559) 637-4200 Ext. 214

Fax: (559) 637-2139

DIAGRAM OF:

RIGHT-OF-WAY FOR STREET PURPOSE

REVISIONS:

DATE:

BY:

NO. 5

DWG. NO. 363-152-39_EXHIBIT_B.DWG

DATE:

JULY 28, 2020

DRAWN BY:

DJJ

SCALE

 $1^{\text{st}} = 50^{\text{th}}$

SHEET NO. 1 OF 1

CERTIFICATE OF ACCEPTANCE

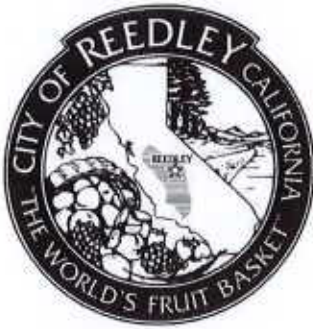
This is to certify that the interest in real property conveyed by the Grant Deed, dated October 23, 2020, from Sandra J. Sandoval, an unmarried woman, to the City of Reedley, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City of Reedley pursuant to authority conferred by Resolution 2020-096 adopted November 10, 2020 by the City of Reedley Council and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

11/30/2020

By: _____

Ruthie Greenwood
Ruthie Greenwood
City Clerk



REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 6

DATE: November 10, 2020

TITLE: ADOPT RESOLUTION NO. 2020-096 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND SIGN THE GRANT DEED ON BEHALF OF THE CITY OF REEDLEY TO ACCEPT STREET RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT FROM APN 363-152-34 RELATED TO THE MANNING AVENUE SIDEWALK PROJECT, FEDERAL-AID PROJECT NO. CML-5216(055)

PREPARED: Linda Thao *LT*
Senior Engineering Assistant

SUBMITTED: Marilu S. Morales, P.E. *mm*
City Engineer

APPROVED: Nicole R. Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council of the City of Reedley take the following action: Adopt Resolution No. 2020-096 approving and authorizing the City Manager to execute a purchase agreement and sign the grant deed on behalf of the City of Reedley to accept street right of way and temporary construction easement from APN 363-152-34 related to the Manning Avenue Sidewalk Project, Federal-Aid project No. CML-5216(055)

EXECUTIVE SUMMARY

The Manning Avenue Sidewalk project (Project) is scheduled to begin construction in the summer of 2021. The Project will include the installation of sidewalk, curb ramps, and a driveway upgrade on the north side of Manning from Frankwood to Reed Avenue. One property will require the acquisition of right of way (ROW) and temporary construction easement (TCE) to accommodate the improvements.

The City contracted with a consultant, Bender Rosenthal Inc., for appraisal and negotiation purposes. Bender Rosenthal met and negotiated with the property owner and have agreed to a total compensation equal to \$500 for ROW to be dedicated for street purposes for the installation of sidewalk and a driveway upgrade and TCE.

BACKGROUND

The City of Reedley is using CMAQ lifeline federal funding for the Manning Avenue Sidewalk project from Frankwood to Reed Avenue. The project is scheduled to begin construction in the summer of 2021.

Included in the proposed improvements is the installation of sidewalks, curb ramps, and a driveway upgrade. In order to construct these improvements, it is necessary to obtain ROW for street purposes and a TCE from one property owner. The City is currently under construction on the same stretch of roadway with the Manning Phase 1 project that will install new ADA compliant driveways, except for this property that right of way was just negotiated on. Once that project is complete, this Project will install sidewalk.

The City hired right of way consultant Bender Rosenthal, Inc. to appraise the required ROW and TCE and negotiate compensation with the property owner based on fair market value.

The property information, amount of required ROW, amount of required TCE and appraised fee is shown below:

Project Parcel No.	APN of Subject Property	Address	Amount of ROW in Fee	Amount of TCE	Appraised fee
1	363-152-34	472 W. Manning Ave	820 SF	410 SF	\$500.00

The property owner has agreed to the offered purchase price listed above and has signed the purchase agreement and grant deed. Staff is requesting that the City Council grant authority to the City Manager to sign all required documents, execute the purchase agreement, and disburse to the property owner the amount agreed to in the purchase agreement. Staff will then file the grant deed with the County of Fresno's Recorder's office and will update all City maps to show the newly acquired street right of way.

FISCAL IMPACT

The agreed to amount shown in the purchase agreement and Bender Rosenthal's fee for performing their work are eligible for reimbursement from federal aid funds for this project. The City's required matching portion will be paid through Measure C funds. There is no impact to the general fund.

ATTACHMENT

1. Resolution No. 2020-096
2. Appendix A – APN 363-152-34 Purchase Agreement and Grant Deed

RESOLUTION NO. 2020-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND SIGN THE GRANT DEED ON BEHALF OF THE CITY OF REEDLEY TO ACCEPT STREET RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT FROM APN 363-152-34 RELATED TO THE MANNING AVENUE SIDEWALK PROJECT, FEDERAL-AID PROJECT NO. CML-5216(055)

WHEREAS, the City of Reedley has received federal aid funds for improvements to Manning Avenue from Frankwood to Reed (Project); and

WHEREAS, the proposed Project includes acquiring right of way for the installation of sidewalk and a driveway upgrade along the frontage of one parcel; and

WHEREAS, the Project is necessary to accommodate improvements to Manning Avenue; and

WHEREAS, the contract City surveyor prepared the necessary grant deed defining the required area; and

WHEREAS as required by the federal aid guidelines, the City of Reedley hired a right of way consultant to appraise the required area shown in the grant deed and begin negotiation with the property owner; and

WHEREAS, the consultant has obtained a signed purchase agreement and grant deed from the property owner.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Reedley, using their independent judgment, approves Resolution No. 2020-096 based on the following:

1. That the above recitals are true and correct.
2. This resolution is effective immediately upon adoption.

This foregoing resolution is hereby approved and adopted at a regular meeting of the City Council of the City of Reedley held on this 10th day of November, 2020, by the following vote:

AYES: Soleno, Fast, Beck, Betancourt, Pinon.

NOES: None.

ABSTAIN: None.

ABSENT: None.

ATTEST:


Ruthie Greenwood, City Clerk


Frank Pinon, Mayor

